TARIFF No. 15

DRY DOCK RATES

RULES AND REGULATION

EFFECTIVE JANUARY 15, 1945

ALL PREVIOUS TARIFFS ARE HEREBY CANCELLED

ISSUED BY

THE PORT OF PORTLAND

A MUNICIPAL CORPORATION PORTLAND, OREGON, U. S. A.

The Port of Portland dry docks are a publicly owned utility. The Port of Portland does no work on vessels but local contractors are equipped to do all kinds of ship repairs. Competitive bids for repair work can readily be obtained at this port. In all cases the contract for dockage is between the vessel and/or its owners and The Port of Portland. All bills are due and payable when vessel is undocked.

DRY DOCK RATES

Applying on Gross Tonnage of Vessel

Gross Tons:	First or Lift Day 24 hours or less: cents per ton, maximum charge\$180.00
Up to 999	cents per ton, maximum charge\$180.00
1000 to 1999	cents per ton, maximum charge 320.00
2000 to 2999	cents per ton, maximum charge 420.00
	cents per ton, maximum charge 480.00
	cents per ton, maximum charge 500.00
5000 and over	cents per ton.

Lay Days-24 hours:

All Vessels 10 cents per ton.

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DREDGES, DERRICK SCOWS, BARGES (Non-Propelling):

Same as for vessels. Official toppage will be used when available. Otherwise gross toppage to be determined by hull overall dimensions thus:

Length×Beam×Depth÷100=Gross tops.

Fractional Lay Days: Lay days will be prorated in quarter-days when dry dock work is completed in less than a full lay day, except that when time used within any final quarter of a Lay day is less than six (6) hours a charge of 1c per ton per hour, will be made, not exceeding prorate quarter-day rate and subject to Minimum clause of this Tariff.

Cargo-Cargo will be charged for at tonnage rate for vessel tonnage. No charge made for permanent ballast.

Minimum-Minimum charge \$50.00 for any Lift day or fraction; \$25.00 any whole Lay day; \$10.00 any fractional Lay day.

Equalization — Vessels (but not cargo) in any tonnage class will have the benefit of the minimum charge in the next larger tonnage class for equivalent period.

Chargeable Dry Dock Time—Advanced Docking—Delayed Undocking—Twenty-four hours or less constitutes the first day. First day charge accrues from time the vessel is "dry", which shall be when the deck of dock is above water or when dock is stopped and held partly submerged at vessel's request, except that in case a vessel is docked at the dry dock's convenience preceding commencement of dry dock work, it is permissible only to wash down the vessel's hull with hose before dry dock charge commences to accrue. Dry dock charge will in such cases accrue from 8 A. M. or from such pre ious time as dry dock work is commenced, except that in the event another vessel is waiting to go on a dry dock so occupied the first day charge on vessel then on dock will commence at the time such vessel is "dry" as provided herein.

If undocking of a vessel is delayed for the dry dock's convenience after the expiration of a chargeable period the tariff charge shall accrue only to the end of such chargeable period.

A lay day is 24 hours of continuous time following the end of a lift day or any preceding lay day, subject to the provision herein as to 'fidle time".

Overtime Labor—A charge equalling the cost of overtime labor will be made when such overtime labor is made necessary by a time engagement for convenience of a vessel and such vessel fails to fulfill such engagement.

A charge for overtime labor will be made in all cases where overtime work is performed for vessel's convenience.

Idle Time—No charge will be made for vessels on dry dock on Sunday or holidays unless dry dock work is performed on the vessel, in which case regular rates will apply. Saturday will be accounted a "holiday" while the general practice in the ship repair industry at Portland operates on a 40-hour week—Monday through Friday.

Extra Dock Work—Wrecked or other vessels requiring extra blocking will be charged for the additional labor and material required in preparing and clearing the dock; a charge will likewise be made for all keel and bilge blocks damaged by removal to effect repairs to a vessel. When it is found necessary to raise a vessel again, after beginning to sink the dock, lay day rates will be charged plus all additional expense caused the dock therefor; provided, however, if the vessel is floated and it is necessary to inspect the blocks, the charge will be 75% of regular docking rates but not less than lay day rate and/or minimum charge.

Limitation of Time—Changes—Vessels requiring a dock more than four weeks will be allowed to have the same only by special arrangement with The Port of Portland. Vessels will be booked in order of application.

All rates and conditions herein are subject to change at the discretion of The Port of Portland but not so as to increase charges on a vessel definitely engaged for dry docking hereunder.

AUXILIARY SERVICE

Tools and Appliances—Derricks of approximately 10 and 20 tons capacity, and locomotive crane are available for lifting propellers, tail shafts, etc., and for other purposes. A shop at the dock containing air compressors, drills, forges, lathes, shapers, and other tools is available for use of ship repairers.

Rates for use of tools, cranes, and miscellaneous service are posted at plant and furnished on application.

The contractor or the ship must hire and pay the mechanics direct, as The Port of Portland does not do repair work on vessels.

AUXILIARY SERVICE-Continued.

Wharfage—The following charges for berthing at dry dock wharves will apply on vessels immediately before and after dry-docking only, subject to Rule 8: For vessels lying idle at wharves: 4 cents per linear foot (overall) per day or fraction, to nearest dollar; Minimum charge \$5.00. This Wharfage charge applies for the use of the pier frontage to which the vessel is moored and permits the use of the contiguous pier for access only and permits access through the dry dock plant for vessel's personnel and ordinary stores. This rate does not grant any rights to the use of the facilities to effect repairs to such vessel, except routine work by vessel's personnel. If vessel is otherwise under repair the "Berthage for Repairs" rates hereinafter listed shall apply.

Berthage for Repairs Afloat at Dry Dock Plant:

When a vessel is permitted to berth at piers of the Dry Dock Plant for the purpose of effecting repairs and/or alterations, making tests and other non-prohibited operations, subject to the provisions of Rule 8 of this Tariff, a charge, to be designated "Berthing for Repairs" shall apply in accordance with the following schedule:

Rates-"Berthage for Repairs"-per Calendar Day or Fraction:

Vessels, seagoing, 175 ft. overall length or over.....\$50.00 Vessels, seagoing, under 175 ft. long.......30.00

The foregoing berthage charge is defined to include the right of repairer and his employees to limited use of the adjacent pier deck, comfort facilities, pier approach, roadway, parking space and all common user facilities, non-exclusively, and subject to all other Tariff charges for special facilities and services, and subject to a preferential right of vessels in dry dock. Such charge shall apply continuously and will not be abated, while a berth is occupied, because of delays in or suspension of repair work; said rate is in consideration of the rights allowed and is not contingent upon performance thereunder.

All such use shall be limited to capacity and condition of facilities beyond the accommodation of operations pertaining to vessels in dry dock. The regulatory instructions of the Dry Dock Superintendent and his assistants shall be complied with promptly and continuously. The right is reserved by the Dry Dock Superintendent to cancel permissions given hereunder at any time and without recourse.

RULES AND REGULATIONS

- 1. Application—Responsibility—The dry docks are available to vessels, under provisions of this Tariff, Rules and Regulations, only after regular form of application has been signed by an authorized person on behalf of the vessel and owners. When any vessel is docked and a contractor is engaged and undertakes work upon said vessel, such contractor and his or their agents and/or employes shall under no circumstances be regarded as the agent of The Port of Portland and the Port of Portland assumes no responsibility for damages to the vessel or cargo by reason of any act committed by such contractor or his agents and/or employees, and it is expressly stipulated that The Port of Portland is wholly absolved therefrom.
- 2. Trim of Vessel—Assumption of Risks—Vessels to be docked must be put on even keel abeam and as nearly as possible on even keel fore and aft. Wrecked vessels, vessels out of trim and vessels docked with cargo aboard or with ballast logs alongside are taken at the vessel's risk. The Port of Portland assumes no responsibility in such cases for damage to dry dock, vessel, cargo or other property, or to persons.

Any damage to the dock or wharves, or property connected therewith, caused by negligence or any other fault of the vessel, will be charged to the vessel.

- 3. Moving Blocks—Keel and bilge blocks, shores, etc., must be moved or replaced by or upon the responsibility and at the expense of the vessel and only with consent of the dry dock authorities; provided, however, that any such consent given or any assistance rendered by the dry dock authorities or any representatives of The Port of Portland, shall in nowise affect the provisions of Rule 1 hereof absolving The Port of Portland from responsibility for damages under the circumstances stated in said Rule 1.
- 4. Staging—Lines—Vessels requiring the use of the dock or wharves must furnish men to handle the vessel, warp it into and out of the dock, furnish all hauling lines and lines to steady the vessel while being docked when so requested by the dock-master.

Sufficient stage planks and trestles for the use of the vessel while on the dock will be furnished by the dock on application.

Vessels will be required to furnish all ropes for hanging stages. No ropes or chains of any kind will be furnished by the dock. Vessels or contractors may bring their own staging to the dock, but must remove same from dock and wharves upon completion of the work.

All staging and other gear of all kinds shall be put away and secured where ordered before the vessel is floated.

- 5. Oil Disposal—Vessels must make provision that fuel oil will not be discharged while on dry dock or affoat at wharves. The Port of Portland reserves the right to remove oil discharged in violation of this rule by any means it chooses and the cost of such removal or attempts to remove such oil will constitute a charge against the vessel in addition to the dock dues. Vessels and contractors will be held responsible for acts of their employees.
- 6. Safety Measures—Sanitation—Vessels using the dock or wharves must at all times keep the same clear of dirt and rubbish.

Water closets and urinals on vessels shall be locked up or fastened securely, and not used while vessel is in the dock, under penalty of Twenty Dollars (\$20.00) for infraction of this rule. In the event of any infraction of this rule, both the vessel and the owners shall be liable for said penalty, and the same shall be included in and form a part of the charges against the vessel and owners for the use of said dock.

RULES AND REGULATIONS-Continued.

Smoking about the dry dock and wharves is strictly prohibited. Vessels, their agents and contractors must enforce this rule upon their own employees. In the event of failure of the vessel or contractor to control their employees in this respect, The Port of Portland will take such action as it deems necessary for the safety of the plant. The expense of extra guards or other provision necessary to overcome negligence of the employer in this respect, will be chargeable to the vessel and collected as a part of the service charges.

Any person employed on or about any vessel who shall fail or neglect to observe these rules or the orders of the dry dock authorities, or shall use profane or indecent language, or otherwise render himself obnoxious, shall be immediately discharged, and shall not again be allowed upon such vessel while in the dock or at the wharves of The Port of Portland.

Vessels while using wharves or dock, shall furnish and display rights during the night at each end of all gangways in use and comply with all harbor regulations.

Electric wires must not be interfered with under any circumstances.

- 7. Lockers—Storing Supplies—Explosives and Combustibles—Lockers will be furnished by the dock for the storage of tools and the mixing of paints and the keeping of same while vessels are in dock or at the wharves, but no kerosene, turpentine, naphtha, gasoline or other inflammable materials will be allowed to remain in lockers or on the docks or wharves. A duplicate key of each locker so in use will be given to an officer of the vessel or other person authorized to act for same. The right is reserved to refuse dockage or berth at the dry dock plant to any vessel having on board explosives or highly volatile products or which might from other causes create an unusual risk.
- 8. Wharves—Vessels desiring to lie at the wharves of the dry dock to complete repairs, or for any other purpose incident to dry docking may be permitted to do so if the wharves are not otherwise occupied, upon making application and paying the proper charge.

Vessels lying at the wharves of the dry dock shall move at any time they are requested to do so.

- 9. Scows and Barges Must Vacate—Seows and barges shall vacate the dock upon order of the dry dock authorities whenever the dock is required for other work and the dry dock authorities are authorized to remove scows and barges in such circumstances. Any costs incurred in keeping a scow or barge afloat or moored shall be payable as an additional charge.
 - 10. Change of Rules—These rules and regulations are subject to change at the pleasure of The Port of Portland.

DIMENSIONS OF SECTIONAL DRY DOCKS (Five Pontoons Each)

	No. 1 Dock	No. 2 Dock
Length over keel blocks	408 feet	458 feet 518 feet
Length over aprons	82 feet	92 feet

Depth over keel blocks and lifting capacities will be stated at time of application, being subject to stage of water and other determining factors.

AMENDMENT No. 1

TO

TARIFF No. 15

OF

DRY DOCK RATES

WITH

RULES AND REGULATIONS

EFFECTIVE OCTOBER 1, 1946

AUXILIARY SERVICE.

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Berthage for Repairs Afloat at Dry Dock Plant:

While a vessel is permitted to berth at piers of the Dry Dock Plant for the purpose of effecting repairs and/or alterations, making tests and other non-prohibited operations, charges, to be designated "Berthage for Repairs", will apply in accordance with the following schedule for such days as work defined in this paragraph is carried on:

Rates-"Berthage for Repairs"-per Calendar Day or Fraction:

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All such use shall be limited to capacity and condition of facilities beyond the accommodation of operations pertaining to vessels in dry dock. The regulatory instructions of the Dry Dock Superintendent and his assistants shall be complied with promptly and continuously. The right is reserved by the Dry Dock Superintendent to cancel permissions given hereunder at any time and without recourse.

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